

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA
THIRD DIVISION

In re:

Bky No: 04-60106 DDO

Daniel S. Miller,

Debtor.

Daniel S. Miller,

Plaintiff.

Adv. No. 04-6043

vs.

Daniel Altepeter, Darral Altepeter,
John Altepeter, Peter Anderson,
Roger Anderson, Doug Barth,
Chuck Bina, Bremer Bank National
Association, Monte Casavan, Gregory
Driscoll, Dubuque Farming Association,
Emmert Farms, Farmers Coop Grain &
Seed, Kyle Haake, Roger Hagen,
Russ Halverson, Gary Hoper, J&J Gust
Farms, J.O. Thorson Farm, Inc., JETN
Farms LLP, Gorman Johnson, Loren
Johnson, Walter Johnson, Dan Juneau,
Joe Juneau, Charles Kaml, Key West Farms,
KO-R Farms, Inc., K-Team, Gary Larson,
Lonesome Land, Matco, Inc., David
McCollum, McWalter Farms, Inc., James A.
Narum, Bradley Nelson, Doyle Nelson,
Jeremy J. Nelson, Patrick Noll, Erik Nymann,
Nymann Farms, Ose Farms a/k/a Joseph T. Ose,
Burl Peckman, Gary Peckman, Pederson
Brothers, Peterson Farms, PM Farming, Inc.,
Hans Reinhardt, Darrold Rodahl, Larry Roisland,
Gary Salentiny, Dennis Salentiny, Richard
Salentiny, Andrew Spaeth, John Spina, Howard
Steinmetz, Matt Thorson, Ronald Thorson,
Tri-Mack Potota, Inc., United Grain & Livestock,
Erwin Vanek, Dan Wichterman, Steven D. Wollin,
and Gregory Wollin.

ANSWER

Defendants.

COMES NOW, Defendant Matco, Inc. for its separate answer to Plaintiff's Amended Complaint states as follows:

1. Denies each and every allegation of said complaint except as is hereinafter stated, qualified, or admitted.
2. Admits the allegations contained in paragraphs 1 through 9, 14, 25, 28, 32, and 74.
3. Alleges that this answering Defendant is without sufficient knowledge or information to form a belief as to the truth or accuracy of those allegations contained in paragraphs 10 through 13, 15, 17, 22, 30 through 73, 75 through 116, 121, 126 through 133 and 135 through 138, and therefore denies the same and places Plaintiff to its proof thereof.
4. This answering Defendant denies the allegations as they pertain to Defendant Matco, Inc. contained in paragraphs 16, 18, 19, 20, 21, 23, 24, 26, 27, 118, 119, 120, 122, 123, and 124.
5. As to the allegation contained in paragraph 29 of the complaint, this answering Defendant admits that it did not pay the debtor, and the debtor did not accept grain storage payment fees, but denies that the debtor did not operate a public or private grain warehouse as these terms are defined.
6. This answering Defendant affirmatively states and alleges the following:
 - (a) That it is the owner of 10,168 bushels of Wallsworth wheat stored in Bins No. 2 and 3 of the Walter Johnson farm, Hammond Township, Polk County, Minnesota, or of the proceeds from the disposition of said wheat. The wheat was delivered between August 9 and August 13, 2003.
 - (b) Matco, Inc. is also the owner of approximately 4,500 bushels of barley stored in Bin No. 3 at the Jeffrey Bin Site located in Sullivan Township, Polk County, Minnesota, or of the proceeds from the sale thereof. Said barley was delivered to said Bin Site in two semi-truck loads hauled by George Osland, and in two truckloads hauled by Thomas Grandbois, during the first week of August, 2003.
 - (c) All of the above stated grain was delivered to bins under the possession and control of the debtor in contemplation of a contract for the sale of said grain being entered into during March, 2004, however, no such contract was or has been entered. Said grain in the possession of the debtor was not sold to the debtor and the debtor does not have any ownership interest in the same.

WHEREFORE, this answering Defendant prays that Plaintiff take nothing by its complaint; determining that the Plaintiff has no ownership claims or rights to the grain subject to the claim of Matco, Inc. as identified in paragraph 6(a), (b) and (c) above;

entering Judgment against Plaintiff in favor of this answering Defendant for its attorney's fees, costs and disbursements incurred in connection with this matter; and for such other and further relief as the court deems just and equitable.

Date: June 29, 2004

/s/ Carl E. Malmstrom

Carl E. Malmstrom
Thorwaldsen, Malmstrom, Sorum,
Wilson, LaFlair & Majors
Attorneys for Defendant, Matco, Inc.
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Erwin Vanek, Dan Wichterman, Steven D. Wollin,
and Gregory Wollin.

Defendants.

UNSWORN CERTIFICATE OF SERVICE

I, Rhanda Shaw, declare under penalty of perjury that on June 30, 2004 I mailed copies of the foregoing Answer to Plaintiff's Amended Complaint by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Michael S. Dove
Gislason & Hunter LLP
P.O. Box 458
New Ulm, MN 56073-0458

Executed on: June 30, 2004

Signed /e/ Rhanda Shaw
Rhanda Shaw